OFFICIAL BID PACKAGE

Janitorial/Custodial Services for the Health Department

Bid Opening: September 5, 2013

The City of Canton Health Department

LEGAL NOTICE

Ordinance 05-2013

The Director of Public Service of the City of Canton, Ohio will accept sealed bids until 2:00PM, Local Time on **Thursday, September 5, 2013**, for the purpose of securing bids for:

Janitorial/Custodial Services for the City of Canton Health Department

Submit bid according to the specifications and bid sheet(s) shown on the website at http://cantonohio.gov/purchasing/?pg=bids.

Submit all bids to the City of Canton Purchasing Department, 218 Cleveland Avenue SW, Purchasing Department/ Sixth Floor, Canton, Ohio 44702 before 2:00 p.m. on the day of the bid opening. THE CITY WILL DISQUALIFY ANY BID NOT RECEIVED ON OR BEFORE 2:00 PM ON **Thursday, September 5, 2013**. The Sixth Floor Conference Room of Canton City Hall is the location for the Bid Opening. Contact Randy Dublikar at (330) 438-4185 or randall.dublikar@cantonohio.gov if you have any questions.

Each bid must contain the full name of every person or company participating in the bid. A CERTIFIED CHECK, CASHIER'S CHECK, or SURETY BOND must accompany the bid. Draw this check or bond from a solvent bank or bonding company satisfactory to the Director of Public Service as a guarantee the contract and its performance are properly secured if the bid is accepted.

The Bidder shall verify the CERTIFIED CHECK, CASHIER'S CHECK or BID BOND for **FIVE HUNDRED** (\$500.00) **DOLLARS.** PLEASE NOTE THE CITY OF CANTON WILL ONLY ACCEPT ORIGINAL CHECKS AND BID BONDS. THEREFORE, IF ANY COMPANY AND/OR BIDDER SUBMITS A COPY (INCLUDING FAXED COPIES) OF HIS/HER \$500.00 SECURITY, THE CITY WILL DISQUALIFY THE BID.

The Director of Public Service reserves the right to waive any technical defects in any bid bond submitted so long as the bond is in substantial compliance with State law. Any bidder may withdraw his bid, by written request, at any time prior to the hour set for the bid opening. Please be advised, the City of Canton may impose a \$500.00 penalty to any bidder that withdraws his bid after the bid opening and prior to a contract award(s).

Should any bid be rejected, such check or bond will be returned to the bidder or bidders within ten (10) days after the contract is awarded, and should any bid be accepted, such check or bond will be returned upon execution and securing of contract.

The Board of Control reserves the right to reject any or all bids and to accept the bid(s) deemed most beneficial to the City of Canton. All companies must submit their Federal ID Number. The bidder is responsible to monitor the city website for any last minute changes.

By order of the Director of Public Service: William Bartos Published in the Canton Repository: August 21 and 28, 2013

ATTENTION

PLEASE BE ADVISED THAT THIS CONTRACT WILL BE FOR A TWO (2) YEAR SERVICE CONTRACT.

EACH BIDDER MUST SUBMIT AN "AFFIRMATIVE ACTION PLAN" AND/OR "EEO POLICY." BIDDER MUST READ ALL EEO AND MBE REQUIREMENTS. PLEASE SUBMIT A REQUEST FOR WAIVER ON COMPANY LETTERHEAD IF YOU DO NOT HAVE OPPORTUNITY TO SUBCONTRACT ANY WORK. ENCLOSE THE COMPANY EEO POLICY. IF THE COMPANY DOES NOT HAVE A FORMAL EEO POLICY, PLEASE COMPLETE THE EEO POLICY STATEMENT INCLUDED IN THIS BID PACKAGE.

The undersigned agrees to provide janitorial/custodial services to the City of Canton, Ohio Health Department per the attached specifications. Prices shall be that as quoted in the bid and in accordance with the terms and conditions of the contract.

EACH BIDDER MUST SUBMIT THEIR FEDERAL ID NUMBER FOR IRS PURPOSES.

The bidder must print this entire package and submit in its entirety. The City requires that the bidder submits three (3) copies.

PLEASE ACKNOWLEDGE THAT YOU HAVE READ THE ABOVE REQUIREMENTS BY SIGNING BELOW.

DATE	SIGNATURE

SPECIFICATIONS

1.0 SCOPE AND CLASSIFICATION

- 1.1 Scope: The City of Canton Health Department, is seeking to enter into a two (2) year contract for **Janitorial/Custodial Services**. The services will be completed at the City of Canton Health Department 420 Market Avenue N, Canton, OH 44702.
- 1.2 Classification: The City of Canton Health Department is seeking an annual price for each year of janitorial/cleaning services as well as per square foot pricing for carpet cleaning and floor waxing and stripping.

2.0 APPLICABLE PUBLICATIONS & STANDARDS

2.1 N/A

3.0 REQUIREMENTS

3.1 General Requirements

- 3.1.1 Price: All bidders are requested to bid fixed, firm pricing in the spaces provided on page 12. Any bid that contains an escalator clause will not be considered.
- 3.1.2 Quality: The following specifications are written to describe the City of Canton's minimum requirements for the comprehensive maintenance and cleaning of the Health Department. The successful bidder shall meet all of the listed requirements.
- 3.1.3 Bidder is also asked to provide the requested information for five (5) references that it has worked for in the Stark County area on the proposal page (page 12).

3.2 Bidder's General Requirements

- 3.2.1 The successful bidder shall comply with all local, state and federal laws.
- 3.2.2 The successful bidder shall maintain liability and property damage insurance of three (3) million dollars and naming the City as an additional insured.
- 3.2.3 The successful bidder shall be required to submit a Workmen's Compensation Certificate.
- 3.2.4 The successful bidder shall hold the City harmless for any injuries and/or accidents occurring to any of the contractor's or sub-contractor's employees.
- 3.2.5 The successful bidder shall provide full time supervision for all of the custodial and janitorial services for the entire Health Department which consists of the entire first floor of the building and is approximately 16,000 square feet in size.

The supervisor shall inspect each building after each cleaning period to ensure that all the specifications of the contract are being met **daily** and report to the Department Head's designated office representative on a **weekly** basis. A checklist of the contracted services will be provided to the successful bidder. The supervisor on duty only must complete this checklist **nightly** and leave it for the Health Department office representative so it can be reviewed the following day for evaluation and approval. The supervisor shall also meet with the Department Head's designated office representative once per month to discuss the progress of the crew.

- 3.2.6 The successful bidder shall provide all necessary equipment, tools, materials and supplies (including waste basket liners, sanitary napkins with disposable bags, and soap) except paper towels, toilet tissue, light tubes, and bulbs. 3.2.7 The successful bidder shall use hi-speed floor machines, (gas or propane shall be prohibited) power scrubbers, and other powered equipment where applicable. 3.2.8 The successful bidder shall notify the Building Maintenance Department or Boiler Operator on duty of any obvious hazards, needed repairs, etc. 3.2.9 The successful bidder shall perform work during non-working hours five (5) nights per week, Monday through Friday, except legal holidays. 3.2.10 The successful bidder shall keep all areas used for their storage and use, such as janitor's closets, sinks, etc., in a neat and clean condition. 3.2.11 The City reserves the right to inspect the cleaning supplies and equipment used periodically without prior notice to ensure proper supplies and equipment are being used and kept in stock. 3.2.12 The successful bidder shall prohibit its employees from using any radios, televisions, telephones, business machines, etc. which are the property of the City of Canton.
- exceed the specifications for the following materials: a. Wax – Polymer with a minimum of 20 % solids
 - b. Germicidal Disinfectant/Deodorant
 - c. All Soaps

3.2.13

3.2.14

- d. Vomit Deodorizer absorbent
- e. Floor Sealers

The successful bidder shall prohibit their employees from using any area for

The successful bidder shall use materials subject to inspection and that meet or

breaks, smoking, eating, reading, etc. except in authorized areas.

3.2.15 The successful bidder shall turn out lights and lock up everything after areas or buildings are cleaned and completed.

3.3 City of Canton Requirements

- 3.3.1 The City of Canton shall furnish light tubes, bulbs, toilet tissue, and paper towels. NOTE: These items to be installed by the successful bidder where indicated.
- 3.3.2 The City shall provide secure and lockable storage.

3.4 Cleaning Requirements

- 3.4.1 The successful bidder will be required to provide custodial and janitorial services for the entire Health Department which consists of the entire first floor of the building and is approximately 16,000 square feet in size. The areas to be cleaned include but are not limited to all examination rooms, all general office areas (including waiting rooms, hallways, reception rooms, elevators, and elevator lobbies), lavatories/restrooms, and laboratories.
- 3.4.2 The following items need to be completed **daily:**
- 3.4.2.1 Floors:
 - a. Dry mop and/or damp mop all high traffic areas.
 - b. Vacuum all carpet, mats, and runners.
 - c. Remove spots and stains on carpets as necessary.
 - d. Damp mop all restroom floors with a disinfectant deodorant or anti-septic cleaner.
 - e. All brick, tile, and terrazzo floors kept free of dust, salt, and debris

and have clean clear glossy appearance.

- 3.4.2.2 Walls, Partitions, Dividers, and Doors:
 - a. All walls, partitions, dividers and doors shall be spot cleaned and kept free of all surface marks.
 - b. Both sides of all glass doors interior and exterior shall be washed.
 - c. Restroom walls and partitions are to be spot cleaned with disinfectant to remove graffiti and surface marks.
 - d. Metal doors and surfaces on elevators are to be wiped to remove marks then coated for a clean lint free surface.
 - e. All window sills and blinds are to be dusted/cleaned.
 - f. Clean molding next to floor behind doors, under desks, hallways, and offices.
- 3.4.2.3 Urinals, commodes, sinks, and Janitor Sinks:
 - a. All urinals, commodes, and seats shall be cleaned with a germicidal detergent and bowl cleaner.
 - b. Sinks shall be cleaned with a porcelain cleaner and rinsed.

- c. All janitor sinks and closets shall be wiped out and left neat and clean.
- d. All piping to and from fixtures is to be wiped off.
- 3.4.2.4 Mirrors, Dispensers, and Fountains:
 - a. Check and fill all dispensers.
 - b. All stainless metal is to be damp wiped and dried.
 - c. All glass surfaces shall be wiped down.
 - d. Fountains shall be wiped down with disinfectant and dried.
- 3.4.2.5 Grills and Lights on Walls and Ceilings (9' or Below):
 - a. All Grills, Registers, and Lights shall be dusted when needed.
- 3.4.2.6 Wastebaskets/Trash Cans:
 - a. Empty all wastebaskets, trash, or garbage cans and replace liners according to Health Department procedures.
 - b. Empty and clean trash containers in the garage area including replacing the plastic liners and removing refuse to the designated areas.
- 3.4.2.7 Furniture/General Cleaning:
 - a. All horizontal surfaces shall be damp wiped or dusted if needed.
 - b. Remove smudges from light switches, cabinets, desks, and other vertical surfaces.
 - c. Dust all window and partition ledges, tops of file cabinets, furniture (to include bottoms and seats of chairs), and all other horizontal surfaces.
 - d. Vacuum all carpeting and upholstered furniture.
 - e. Clean the wall around elevator buttons as needed.
- 3.4.2.8 Examination Rooms
 - a. Thoroughly wash with disinfectant cleaner:
 - Doors (to include knobs, stops, and hinges, if needed).
 - Trash cans inside and out.
 - All furniture to include chairs, desks, and other furniture.
 - Examining tables to be cleaned including sides of tables and foot rests.
 - All light fixtures.
 - Move all medical canisters on tops of cabinets. Wash behind and return canisters. Wash tops and sides of medical canisters if applicable.
 - All horizontal surfaces.
 - All ceiling and wall vents.
 - b. Remove all trash to a designated area according to Health Department procedures. The trash from these rooms needs to be handled according to OSHA guidelines, which means they need to be tied while in the receptacle and then removed to a collection container. The trash can liners need replaced daily.

c. Sweep carpet and vinyl floors, including under tables, chairs,

	and all furniture. d. Damp mop floor using approved disinfectant cleaner.
3.4.2.9	WIC Waiting Room a. Damp mop Vinyl floor in WIC waiting room. b. Use disinfectant cleaner on vinyl chairs and walls.
3.4.2.10	 Additional Daily Requirements for Lavatories/Restrooms a. All urinals, commodes, and seats shall be cleaned with a germicidal detergent and bowl cleaner. b. Sinks shall be cleaned with porcelain cleaner and rinsed. c. All janitor sinks and closets shall be wiped out and left neat and clean. d. All piping to and from fixtures is to be wiped off e. Wash and polish mirrors, powder shelves, bright work, and other areas including; flush meters, piping, toilet seat hinges, back splashes, and tile work. f. Wash toilets, urinals, and sinks using a germicidal cleaner that will not damage the finish on the fixtures or other bright work. g. Clean partitions, tile walls, dispensers, and receptacles. h. Empty and clean all towel and sanitary napkin disposals. i. Sweep and mop tile floors with a germicidal cleaner that will not damage any finish on the fixtures, walls or floors. j. Replace toilet paper, towels, and soap. The Health Department will supply toilet paper and paper towels only. k. Clean doors, knobs, and frames.
3.4.3	The following item is to be completed (2) times per week (Tuesday and Friday).
3.4.3.1	Spray and buff examination room tile/vinyl floors.
3.4.4	The following items are to be completed weekly .
3.4.4.1	Move all furniture necessary to give complete floor coverage when sweeping and return to original position.
3.4.4.2	Remove hand marks from all walls and doors.
3.4.4.3	Restroom partitions shall be sponged with disinfectant/deodorant and wiped dry.
3.4.4.4	All waste baskets shall be damp wiped inside and out.
3.4.4.5	All cloth covered furniture shall be vacuumed and brushed and surfaces kept lint free and dust free.
3.4.4.6	All vinyl covered furniture shall be damp wiped with a treated cloth.

3.4.4.7	All wood surfaces including chairs, desks, and desk sides shall be rubbed with furniture polish.
3.4.4.8	All vertical surfaces, including clothes racks and trees, shall be damp wiped and dried.
3.4.4.9	All phones, including public and pay phones, shall be cleaned and disinfected.
3.4.4.10	The stairwell from the back door to the exit door on the street is to be swept.
3.4.5	The following items are to be completed bi-weekly .
3.4.5.1	The brick, tile, and terrazzo floors are to be damp mopped or mopped with a treated mop completely every two weeks.
3.4.5.2	Laboratory sinks are to be cleaned (do not clean bench tops).
3.4.6	The following items are to be completed monthly .
3.4.6.1	All restroom floors shall be machine scrubbed.
3.4.6.2	Front building windows are to be washed, inside and out, and dried.
3.4.6.3	Clean shower in EH/APC area.
3.4.6.4	All high dusting (tops of doors, pictures, exposed ductwork, etc.) to be done.
3.4.6.5	All window blinds in offices, waiting rooms, etc. (including but not limited to, WIC waiting room, Vital Stats waiting room and office, and EH/APC area) are to be dusted and cleaned.
3.4.6.6	Remove finger prints from desk drawers.
3.4.7	The following items are to be completed every three months.
3.4.7.1	Machine scrub all floors. (Please note that all restroom floors must be machine scrubbed every month per section 3.4.6.1.)
3.4.7.2	Thoroughly wash partitions, tile and enamel surfaces in restroom/lavatories, etc.
3.4.8	The following items are to be completed annually .
3.4.8.1	All filing cabinets should be thoroughly washed.
3.4.8.2	There should be a deep cleaning of the entire Health Department ensuring that all of the items listed are complete.

3.4.9	Miscellaneous Cleaning Requirements
3.4.9.1	Unless specified, normal office cleaning procedures will apply with the exception that all cleaning is to be done with an approved disinfectant cleaner.
3.4.9.2	Janitorial closets are to be kept in a neat and orderly condition.
3.4.9.3	All chemicals, cleaners, and disinfectants must be compatible with the manufacturer's recommendations for all fixtures, tile, floor coverings, bright work, and all other surfaces to be cleaned and/or disinfected.
3.4.9.4	Do not unplug existing items (i.e. cash registers, time stamps, etc.) to use cleaning machines.
3.4.9.5	Care and consideration should be used when operating cleaning machinery to refrain from nicks and gashes on walls, doors and corners of walls.

4.0 SAMPLING, INSPECTION, AND TEST PROCEDURES

- 4.1 All work will be done to the satisfaction of the City of Canton Health Department.
- 4.2 The successful bidder shall provide full time supervision for all of the buildings. The supervisor shall inspect each building after each cleaning period to ensure that all the specifications of the contract are being met **daily** and report to the Department Head's designated office representative on a **weekly** basis. A checklist of the contracted services will be provided to the successful bidder. The supervisor on duty only must complete this checklist **nightly** and leave it for the Health Department office representative so it can be reviewed the following day for evaluation and approval. The supervisor shall also meet with the Department Head's designated office representative once per month to discuss the progress of the crew.

5.0 DELIVERY AND INVOICING

5.1 Invoice shall show the City's purchase order number, the item number, the quantity, a brief description of the item, the unit price and the total amount. Invoices shall be submitted to the address on the PO.

6.0 NOTES

The successful bidder shall follow all of the terms and conditions of these specifications. The City of Canton reserves the right to terminate all or part of this contract with a thirty (30) day written notice at any time throughout the life of said contract.

- 6.2 Insurance: The successful Bidder(s) shall be required to furnish the following prior to entering into contract with the City of Canton.
- 6.2.1 Certificates of insurance, which name the City of Canton as an "additional insured" for purposes of coverage under the subject policy, and as follows:
 - A. Contractor's Protective Liability Insurance
 - 1. Bodily Injury:
 - a. \$1,000,000 each person
 - b. \$2,000,000 each accident
 - 2. Property Damage:
 - a. \$1,000,000 each accident
 - b. \$2,000,000 aggregate
 - B. Worker's Compensation Certificate
- 6.2.2 In the performance of work involved with this contract, the contractor shall be responsible for any accidents which involve that company's vehicles or personnel.
- 6.3 Proposal Page Instructions: Bidder must provide an annual price for each year of janitorial/cleaning services as well as per square foot pricing for carpet cleaning and floor waxing and stripping. Bidder is also asked to provide requested information for five (5) references that it has worked for in the Stark County area.
- 6.4 If you have questions regarding these specifications or if you would like to view the areas to be cleaned, please contact Ms. Leigh Page: Fiscal Officer, City of Canton Health Department at 330-438-4675.

PROPOSAL PAGE

Bid Prices to be Effective January 1, 2014 and terminate December 31, 2014

1.	Bid price for annual janitorial, (This price does not include car	cleaning services for the Heapet cleaning and floor stripping/w		\$
2.	Bid price for carpet cleaning	– per square foot:		\$
3.	Bid price for stripping and wa	xing floors – per square foot:		\$
Bio	d Prices to be Effective Janu	uary 1, 2015 and terminate D	ecember 31, 201	15
4.	Bid price for annual janitorial (This price does not include car	cleaning services for the Heapet cleaning and floor stripping/w		\$
5.	Bid price for carpet cleaning	– per square foot:		\$
6.	Bid price for stripping and wa	uxing floors – per square foot:		\$
		References		
Ple	ease provide five (5) references	s that you have worked for in	the Stark County	area.
	Company Name	Phone Number	Name of Co	ntact Person
1.				
	Company Name	Phone Number	Name of Con	ntact Person
2.	Company Name	Phone Number	Name of Co	ntact Person
3.				
4.	Company Name	Phone Number	Name of Co	ntact Person
•	Company Name	ntact Person		

BIDDER'S CHECKLIST

A complete bid packet will consist of the items listed below.

Complete this checklist to confirm the items required in your bid. Place a checkmark or "X" next to each item that you are submitting to the City of Canton. Failure to submit the listed documents may be cause for rejection of your bid. This checklist should be returned with your proposal.

 Cover sheet (Page 1)
 Legal Notice/Information (Pages 2-3)
 Specifications (Pages 4-11)
 Proposal Page (Page 12)
 Bidder's Checklist (Page 13)
 Bid Check (Certified or Cashiers) or Bid Bond (Page 14)
 Bidder Information/Signature Pages (Pages 15-17)
 Insurance Requirements (Pages 18-19)
 Additional Requirements, Information, and Considerations (Pages 20-23)
 EEO Forms (Pages 24-28)

INSERT BID GUARANTY HERE

If a Bid Bond is supplied, the Ohio Statutory Bid Guaranty and Contract Bond, as set forth in ORC 153.571 is to be used.

Bidder Information Page I of 3

BIDDER INFORMATION

1.	The Bidder shall provide the f	ollowing informa	tion as part o	of its bid.
a.	Name of Bidder			
b.	Business Address			
	Ci	ty	State	Zip
c.	Business Telephone Number	()		
d.	Person, address, email and telephone to whom official notices are to be sent			
e.	Person, address, email and telephone for further information regarding this proposal			
f.	State(s) of incorporation (w/dates of incorporation)			
g.	Principal place of business			
h.	Working days necessary to complete project		_days	
i.	Federal I.D. Number	#		
j.	Amount of Certified Check, Cashier's Check, Bid Bond	\$		

Bidder Information Page 2 of 3

2.	Form of Business Organization.
	Corporation
	Partnership
	Other (Please specify:
3.	The bidder shall provide the names and addresses of all persons interested as principals (officers, partners, and associates) in this proposal. Write first name in full, and give titles fo offices.
-	
-	All of the above, including the signatory to this bid, are citizens of the United States except the following. (Provide names and addresses of those not a citizen of the United States.)
4.	Name and address of other person, firms or companies interested in this contract.
_	
_	

Bidder Information Page 3 of 3

The undersigned certifies that the bidder has the facilities, ability and financial resources available for the fulfillment of the contract if such be awarded to said bidder.

Upon request, the bidder will be expected to amplify the foregoing statements as necessary to satisfy the OWNER concerning his ability to successfully perform the work in a satisfactory manner.

Signed this	day of	, 20				
		Contractor				
	By	- C :				
	(Signature o	of individual, partner or officer signing the proposal.)				

Please have this page Notarized

INSURANCE

The following standard indemnity agreement and minimum insurance requirements are incorporated in the Specifications for all work performed by the Contractor for the Owner, its affiliated and associated organizations or subsidiaries, hereinafter referred to as Owner.

- I. The Contractor agrees to indemnify and save the Owner harmless from and against any and all costs, loss and expense, liability damages, or claims for damages, including cost for defending any action, on account of any injury to persons (including death) or damage to or destruction of property of the Owner, arising or resulting from the work provided for or performed, or from any act, omission, or negligence of the Contractor, Subcontractor and his or their agents or employees. The foregoing provisions shall in no way be deemed released, waived or modified in any respect by reason of any insurance or surety provided by the Contractor.
- II. The Contractor shall maintain liability insurance and furnish the Service Director with Certificates of Insurance as evidence thereof in the prescribed form. If any work provided for or to be performed under any Specifications is sublet (as otherwise permitted by the terms of such Specifications), the Contractor shall require the subcontractors to maintain and furnish him with satisfactory evidence of Workmen's Compensation, Employer's Liability and such other forms and amounts of insurance which Contractor deems reasonably adequate.
- III. In accordance with Item II, the Contractor shall maintain the following insurance:
 - 1. Workmen's Compensation and Employer's Liability Insurance affording,
 - a. Protection under the Workmen's Compensation Law in the State of Ohio.
 - b. Employer's Liability protection subject to a minimum limit of \$100,000.00.
 - 2. General Liability Insurance in amounts not less than:

	•		
a.	General Aggregate Limit	\$2,	00.000,000
b.	Personal and Advertising Injury Limit	\$1,	00.000,000
c.	Each Occurrence Limit	\$1,	00.000,000
d.	Fire Damage	\$	50,000.00
e.	Medical Expense Limit	\$	5,000.00

This insurance shall:

- a. include coverage for the liability assumed by Contractor under Item I (Indemnity);
- b. and the Certificates of Insurance furnished by the Contractor shall show by specific reference that each of the foregoing items have been provided for.
- 3. Comprehensive Automobile Liability Insurance in the following minimum amounts:
 - a. Bodily Injury and Property Damage any one accident or loss: \$1,000,000.00

Further, the policy required under this section shall NAME THE CITY OF CANTON "AS AN ADDITIONALLY NAMED INSURED" and shall contain an endorsement by the insurance carrier providing ten (10) days notice to both the City and insured in the event of any change in coverage under the policy. No less than ten (10) days advance notice of cancellation of the insurance policy shall be given to the City by the insurer. A copy of the with **Public** Service. foregoing policy shall be filed the **Director** of

PLEASE READ CAREFULLY

PLEASE BE ADVISED THAT BY SUBMITTING YOUR BID(S) TO THE CITY OF CANTON, THE CITY WILL ASSUME THAT AN AUTHORIZED REPRESENTATIVE OF YOUR COMPANY REVIEWED SAID BID(S) TO ASSURE THAT THE BID(S) IS/ARE CORRECT AND/OR ACCURATE.

ANY BIDDER MAY WITHDRAW THE BID(S), BY WRITTEN REQUEST, AT ANY TIME <u>PRIOR</u> TO THE HOUR SET FOR THE BID OPENING.

IF THERE IS NO WITHDRAWAL OF THE BID(S), IN ACCORDANCE WITH THE ABOVE PROCEDURE, THE CITY RESERVES THE RIGHT TO ENFORCE SAID BID PRICE(S) AND/OR CONTRACT.

ALTERNATE OR OPTIONAL BIDS

IF YOU SUBMIT AN ALTERNATE OR OPTIONAL BID THAT MEETS OR EXCEEDS SPECIFICATIONS, SAID BID WILL BE CONSIDERED IN THE EVALUATION AND/OR AWARD. HOWEVER, REMEMBER THAT THE BOARD OF CONTROL RESERVES THE RIGHT TO AWARD THAT BID WHICH IS IN THE BEST INTEREST OF THE CITY.

ARTICLES OF INCORPORATION

UNLESS THE BIDDER SUBMITS, WITH ITS BID, THE "ARTICLES OF INCORPOARTION" SHOWING EXACTLY WHAT NAME YOU ARE INCORPORATED UNDER WITH THE STATE OF OHIO, CANTON MAY REQUEST THE BIDDER PROVIDE THIS INFORMATION.

THE ARTICLES OF INCORPORATION ARE THE DOCUMENTS FILED WITH THE STATE (OHIO OR OTHERWISE) CREATING THE CORPORATE ENTITY.

SUPPLEMENTARY GENERAL CONDITIONS

CANTON INCOME TAX

Each bidder, by the act of submitting its bid agrees to withhold all City Income Taxes due Or payable under Chapter 181 of the Codified Ordinances of the City of Canton for wages, salaries, fees and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City Income Taxes due for service performed under this contract.

Furthermore, any person, firm, or agency that has a contract, or agreement with the City shall be subject to the City Income Tax whether the work being done is in the City or out of the City. In addition to the tax withheld for employees, the net profit on the contract shall be subject to City Income Tax.

Questions regarding this matter shall be directed to the City of Canton, Income Tax Department at 330-430-7900.

CITY OF CANTON CODIFIED ORDINANCES

Bidders shall take notice that they are to comply with the Codified Ordinances of the City of Canton, including but not limited, to the following:

1. Section 105.03 – U.S. steel usage required; exception.

All City contracts shall stipulate or provide that all steel necessary in the construction of any work performed under such contracts shall be steel that is produced in the United States unless a specific product which is required is not produced by manufacturers in the United States in which event this prohibition does not apply. This section shall apply to only contracts awarded by the Board of Control of the City. (Ord. 224-77. Passed 6-27-77.)

2. Section 105.05 – Materials to be purchased locally.

In all future contracts for the construction of buildings, structures, or other improvements under the Capital Improvement Budget, the following clause shall be printed or typewritten on each contract:

It is the desire of the City of Canton that all materials used in the construction covered by this contract shall be purchased in the Canton area except such materials which are unavailable in the Canton area. (Res. 49-77. Passed 2-7-77.)

	_			. •	_			_	_	
	a.	All contracts	with the (City	shall	include	the fo	llowir	ng	clause:
3.	Sect	100 105.06 – N	Inority C	contr	act P	rovision				

The bidder agrees to expend at least \$_______ of the Contract in the event the contract is awarded to such bidder for minority/women's business enterprises. For purposes of this pledge, the term "minority/women's business enterprise" means a bona fide business established as a sole proprietorship, partnership or corporation owned, operated and controlled by one or more minority persons or women who have at least fifty-one percent (51%) ownership. "Minority" includes African Americans, Asian/Pacific Islanders, Hispanic/Latino Americans and

Native American Indians. The minority or woman must have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership. Minority/women's business enterprises may be employed as construction contractors, subcontractors, vendors or suppliers. (Ord.185-2011. Passed 10-31-11.)

PLEASE FILL OUT THIS FORM AND RETURN PROMPTLY TO THE ADDRESS BELOW

BIDDER AND CONTRACTOR EMPLOYMENT PRACTICES REPORT

Minority Coordinator 218 Cleveland Avenue SW Canton, Ohio 44702

I. INSTRUCTIONS

A. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT: This form is designed to provide an evaluation of your policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex or national origin.

Ordinance No. 179-74 of the City of Canton and the rules and regulations pursuant thereto provide for a contract compliance inspection of personnel policies and practices related to any contract with the City including contracts for work, labor, services, supplies, equipment, materials, leases, concession agreements, and permits.

B. CONTRACTOR AND BIDDER PERFORMANCE: Completion of this Contractor and Bidder Employment Practices Report is one of the steps which demonstrates compliance with the City's Equal Employment Opportunity Program. Responsibility for demonstrating compliance with the Program by the contractor and his subcontractors rests with the contractor or subcontractor. Such demonstration is a prerequisite for continued eligibility for bidding on city contracts, or for continuing in contract with the City.

II. CONTRACTOR AND BIDDER INFORMATION

1. REPORTING STATUS				
a. Prime Contractor	b. Prime Subcontractor	c. Supplier	d. Other (Specify)	
2. NAME, ADDRESS AND TE	LEPHONE NUMBER OF BIDDER CO	VERED BY THIS REPOR	RT	
3. NAME, ADDRESS AND TE	LEPHONE NUMBER OF PRINCIPAL	OFFICIAL OR MANAGI	ER OF BIDDER	
4. NAME, ADDRESS AND TE	LEPHONE NUMBER OF PRINCIPAL	OFFICE OF BIDDER		
5. CONTRACTING CITY AGI	ENCY (OR AGENCIES)		•	
6. SIGNATURE AND TITLE (OF AUTHORIZED EQUAL EMPLOYM	ENT OPPORTUNITY R	EPRESENTATIVE DATE	
:	÷			
EVALUATION (level blank)				
Compliance				÷
Non-Compliance	Follow-up			

III. POLICIES AND PRACTICES

The bidder and the Contractor will indicate his willingness or unwillingness to comply with the requirements of the Equal Employment Opportunity Program of the City of Canton by encircling the appropriate or applicable letter to the left of each item below. The letters are to be interpreted as follows:

- A This is now a practice of the Company.
- B The Company will adopt this policy.
- C The Company cannot or will not adopt this policy. (If "C" is circled, state reason. Use separate sheet if additional space is needed.)

It is understood that the Company's willingness to participate in the Equal Employment Opportunity Program will be evaluated by the Office of Directors of Contract Compliance. This evaluation will directly influence our decision on the qualifications of each bidder and contractor, and is an integral part of your bid.

CIRCLE ONE	ITEMS	STATE REASON IF (C) IS CIRCLED
A B C	 The Company will adopt a policy of non-discrimination on the basis of race, religion, color, sex, or national origin with regard to recruitment, hiring, training, upgrading, promotion and discipline of employees or applicants for employment. 	
A B C	The Company will develop procedures which will assure that this policy is understood and carried out by managerial, administrative, supervisory personnel.	
A B C	3. The Company will state its non-discriminatory policy in writing and communicate it to the following: a. All employees b. All recruitment sources c. All subcontractors labor unions	
A B C	 The Company will use recruitment sources such as employment agencies, unions, and schools which have a policy of referring applicants on a non-discriminatory basis. 	
A B C	 The Company will participate in training programs for the benefit of employees or prospective employees, according to the intent of City Ordinance Number 179-74. 	
A B C	6. Company recruiters will seek a broad recruitment base in order that a representative cross-section of applications might be obtained, and will refrain from a hiring policy which limits job applicants to persons recommended by company personnel.	
A B C	7. The Company will take steps to integrate any position, departments, or plant locations which have no minority persons including African Americans or are almost completely staffed with one particular ethnic or racial group.	·
A B C	8. The Company will review its qualifications for each job to determine whether such standards eliminate unemployed persons who could, if hired, perform the duties of the job adequately. The following qualifications should be reviewed: a. education c. tests b. experience d. arrest records	
A B C	 Residence in a particular geographical area will not be a qualifying or disqualifying criterion for employment with the Company. 	
A B C	10. The Company will provide that all bargaining agreements with employee organizations, including labor unions, have non-discrimination clauses requiring equal employment opportunity.	

IV. EMPLOYMENT DATA

Please note that this data may be obtained by visual survey or post-employment records. Neither visual surveys nor post-employment records are prohibited by any Federal, State or local law. All specified data are required to be filled in by law.

	ALL EMPLOYEES		MINORITY GROUP EMPLOYEES								
JOB CATEGORIES	TOTAL		MALE		FEMALE						
	MALE & FEMALE	MALE	FEMALE	African American	Asian American	Native American	Hispanic	African American	Asian American	Native American	Hispanic
Officials, Mgrs and Supervisors						:					
Professionals											
Technicians											
Part-Time Seasonal											
Office and Clerical											
Craftsmen (Skilled)											
Operatives (Semi-skilled)											
Laborers (Unskilled)											
Service Workers										<u> </u>	
TOTAL											
Total employment from previous report (if any)		,									

REMARKS
Use this space to give any identification data appearing on last report which differs from that given above, explain major changes in employment, changes in composition of reporting units, and other pertinent information.

contained in the true and correct statements and stated intention	is report. That he has read all of the force to the best of his knowledge and bel	by the bidder to make the statements and representation pregoing statements and representations and that they a rief. The undersigned, understands that if any of the be false or there is a failure to implement any of the put prior notice to the Office of Contract Compliance, the	he he
FIRM OR CORPO	RATE NAME	DATE OF SIGNING	
	e 7		
SIGNATURE		TITLE	
CT CNATHPE		TITLE	

V. ADDITIONAL INFORMATION (OPTIONAL)

Describe any other actions taken which show that all employees are recruited, hired, trained, and promoted without regard to their race, religion, color, sex, or national origin. Use separate sheet if additional space is required.

DESCRIPTION OF OCCUPATIONAL CATEGORIES

Officials, managers and supervisors - Occupations requiring administrative personnel who set broad policies, exercise over-all responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes officials, executives, middle management, plant managers, department managers and superintendents, salaried foremen who are members of management, purchasing agents and buyers, and kindred workers.

Professionals - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, physicians, social scientists, teachers, and kindred workers.

Technicians - Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through about 2 years of post high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes draftsmen, engineering aids, junior engineers, mathematical aids, nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians, (medical, dental, electronic physical sciences), and kindred workers.

Sales workers - Occupations engaging wholly or primarily in direct selling. Includes advertising agents and salesmen, insurance agents and brokers, stock and bond salesmen, demonstrators, salesmen and sales clerks and kindred workers.

Office and clerical - Includes all clerical type work regardless of level of difficulty, where the activities are predominantly nonmanual though some manual work not directly involved with altering or transporting the products is included. Includes bookkeepers, cashiers, collectors (bills and accounts), messengers and office boys, office machine operators, shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, and kindred workers.

Craftsmen (Skilled) - Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgement and usually receive an extensive period of training. Includes the building trades hourly paid foremen and leadmen who are not members of management, mechanics and repairmen, skilled machining occupations, compositors and typesetters, electricians, engravers, job setters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors and tailoresses, and kindred workers.

Operatives - (Semi-Skilled) - Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training.

Laborers (Unskilled) - Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require no independent judgement. Includes garage laborers, car washers and greasers, gardeners (except farm) and groundskeepers, longshoremen and stevedores, lumbermen, raftsmen and wood choppers, laborers performing lifting, digging, mixing, loading, and pulling operations, and kindred workers.

Service workers - Workers in both protective and nonprotective service occupations. Includes attendants (hospital and other institution, professional and personal service), barbers, charwomen and cleaners, cooks (except household), counter and fountain workers, elevator operators, firemen and fire protection, guards, watchmen, and doorkeepers, stewards, janitors, policemen and detectives, porters, waiters and waitresses, and kindred workers.

Apprentices - Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprenticeship, regardless of whether the program is registered with federal or State agency.

POLICY STATEMENT

THE CITY OF CANTON, OHIO IN CONFORMANCE WITH LOCAL, STATE, AND FEDERAL REGULATIONS REQUIRE EACH EMPLOYER, CONTRACTOR, AND MATERIAL SUPPLIERS WORKING CITY PROJECTS TO BE SIGNATURES OF THE FOLLOWING STATEMENTS:

	OWING STATEMENTS:	نـ
LL 1.	THE STATE POLICY OF	Г
1.	OPPORTUNITY BE AFORDED TO ALL QUALIFIED PERSONS WITHOUT	
	REGARD TO RACE, RELIGION, SEX OR NATIONAL ORIGIN.	
2.	IN SUPPORT OF THIS DOCUMENT WILL NOT DISCRI	<u>-</u>
	MINATE AGAINST ANY EMPLOYEE OR APPLICANT BECAUSE OF RACE	
	RELIGION, COLOR, SEX OR NATIONAL ORGIN.	
3.	THE WILL TAKE AFFIRMATIVE ACTION TO)
	INSURE THAT APPLICANTS ARE EMPLOYED AND THAT EMPLOYEES ARE	
	TREATED DURING EMPLOYMENT WITHOUT REGARD TO THEIR RACE	Ξ,
	RELIGION, COLOR SEX OR NATIONAL ORIGIN. SUCH ACTION WILI	L
	INCLUDE BUT NOT BE LIMITED TO:	
	RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT	
	HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, SELECTION	
	FOR TRAINING INCLUDING APPRENTICESHIP RATES OF PAY OR OTHER	?
	FORMS OF COMPENSATION, LAYOFFS OR TERMINATION.	
	THE OF WILL MAKE EVEDY EFFORT TO COMPLY	7
4.	THE OF WILL MAKE EVERY EFFORT TO COMPLY WITH MINORITY UTILIZATION GOALS AS FOLLOWS: (9%) NINE PERCENT	
	MINORITIES IN WORKFORCE ON THIS JOB, (6.9%) SIX POINT NINE PERCENT	
	FEMALE UTILIZATION ON THIS JOB, (0.9%) TEN PERCENT OF CONTRACT	
	AMOUNT EXPENDED WITH MINORITY BUSINESS ENTERPRISES.	ı
_	THE OF SHALL REQUIRE EACH SUB	!
5.	CONTRACTOR WE HIRE ON THIS PROJECT TO ADHERE TO, SIGN, AND	
	RETURN THIS STATEMENT TO THE CITY.	,
	RETURN THIS STATEMENT TO THE CITT.	
	(Date) (Name of Company)	
	(Signature and Title of Company Officer)	_